

EXHIBIT D

SECTION II

COMPREHENSIVE BUSINESS LIABILITY (cont.)

SUPPLEMENTARY PAYMENTS

In addition to the Limit of Insurance, we will pay, with respect to any claims or suit we defend:

1. all expenses we incur;
2. up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Coverage L - Business Liability for **bodily injury** applies. We do not have to furnish these bonds;
3. the cost of bonds to release attachments but only for the amount within our Limit of Insurance. We do not have to furnish these bonds;
4. all reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings, up to \$100 a day because of time off from work,
5. all costs taxed against the insured in the suit;
6. prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer;
7. all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

BUSINESS LIABILITY EXCLUSIONS

Under Coverage L, this insurance does not apply:

1. **to bodily injury or property damage:**
 - a. expected or intended from the standpoint of the insured; or
 - b. to any person or property which is the result of willful and malicious acts of the insured.

This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property;

2. **to bodily injury or property damage** for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - a. assumed in a contract or agreement that is an **insured contract** provided the **bodily injury or property damage** occurs after the execution of the contract or agreement; or
 - b. that the insured would have in the absence of a contract or agreement;
3. **to bodily injury or property damage** for which any insured may be held liable.
 - a. as a person or organization engaged in manufacturing, distributing, selling, serving or furnishing alcoholic beverages if such liability is imposed by reason of:
 - (1) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; or
 - (2) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol or which causes or contributes to the intoxication of any person;
 - b. as an owner or lessor of premises used for manufacturing, distributing, selling, serving or furnishing alcoholic beverages if such liability is imposed by reason of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This entire exclusion does not apply to the liability imposed on any insured as the result of the giving or serving of alcoholic beverages at functions incidental to your business, provided you are not: (a) in the business of manufacturing, distributing or selling alcoholic beverages; (b) serving or furnishing alcoholic beverages for a charge whether or not such activity requires a license or is for the purpose of financial gain or livelihood; (c) serving or furnishing alcoholic beverages without a charge if a license is required for such activity; or (d) intentionally violating any statute, ordinance or regulation;

4. to any obligation of the insured under any workers compensation, disability benefits or unemployment compensation law, or any similar law;